



## School Grounds. Playgrounds. Common Ground.™ ESSAY CONTEST Official Rules

NO PURCHASE OR FEES NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. SPONSOR: Landscape Structures Inc., 601 Seventh Street South, Delano, MN 55328 ("Sponsor").
2. ADMINISTRATOR: Whiteboard Marketing, LLC, P.O. Box 26264, St. Louis Park, MN 55426 ("Administrator"). Decisions of Administrator and the judges shall be final and binding regarding all matters concerning the School Grounds. Playgrounds. Common Ground.™ Essay Contest ("Contest") including, but not limited to, eligibility, disqualification, evaluation of the information contained on Contestant's entry form, and decisions made based on the information therein, scoring and tabulations of results, and interpretations of these Official Rules. By participating, Contestants agree to abide by and be bound by these Official Rules, the decisions of Administrator and the decisions of the judges. Neither Sponsor nor Administrator nor Contest judges shall be required to release the individual rankings or scores of any Contestant. In the event of any conflicts or inconsistencies between these Rules and the language in or any other statements or materials in any form or media (whether or not issued by or on behalf of Sponsor), the provisions of these Rules shall control and take priority over such other statements or materials unless otherwise specifically indicated in writing by Sponsor that such statements or materials supersede these Rules.
3. WHO CAN ENTER: Open only to practicing elementary and middle-level school principals, assistant principals and related educators, on behalf of the school with which they are affiliated, who are 21 years of age or older and legal residents of the 50 United States or the District of Columbia or Canada (except Quebec) at time of entry. VOID WHERE PROHIBITED. LIMIT: ONE ENTRY PER CONTESTANT AND THE SCHOOL WITH WHICH THEY ARE AFFILIATED. The following are not eligible to participate in the Contest: employees of the Sponsor and individuals involved in the administration, development, fulfillment and execution of this Contest and the immediate family members (spouse, parent, child, sibling and spouse or "step") of each and those living in the same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest) of each such person.
4. CONTINUING ELIGIBILITY: Advancement through the rounds of the Contest will require significant undertakings by Contestants. In addition, Contestants will be required to execute and deliver: (i) affidavits confirming eligibility and compliance with these Official Rules, (ii) permission, as Sponsor deems necessary, to verify the information contained on Contestant's entry form, including Contestant's status as a practicing elementary, middle-level school principal or assistant principal or related educator, (iii) liability releases, (iv) publicity releases, and (v) such other documents and information as may be reasonably requested by Sponsor (collectively all or any combination of such documents may be referred to in these Official Rules as "Contest Affidavits and Releases"). In order to maintain eligibility throughout the Contest, Contestants must abide by these Official Rules. Additionally, the information contained in Contestant's entry form is subject to verification by Sponsor, in such frequency and manner, as Sponsor in its sole discretion deems appropriate, and must be satisfactory at each level of the competition, as Sponsor in its sole discretion deems appropriate. In the event Contestant becomes affiliated with a different school after submitting an entry, the school affiliation at the time of the Contestant's entry remains the eligible school with respect to any prize award.
5. HOW TO ENTER: From midnight Central Daylight Savings Time ("CDST") on March 21, 2012 through 11:59:59 p.m. CDST on June 30, 2012 ("Entry Period"), visit [www.playlsi.com/school-playground-contest](http://www.playlsi.com/school-playground-contest) ("Contest Website") to enter the Contest. BEFORE YOU WILL BE ALLOWED TO CONTINUE, YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS OF SERVICE AND PRIVACY POLICIES OF THE WEB SITE. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE WEB

SITE OR ENTER THE CONTEST. Follow the on-screen instructions to complete and submit the online entry form ("Entry Form"). When prompted, you will be asked to upload the required written essay describing, in a compelling fashion, how your school would benefit from an inclusive playground. All essays must be submitted in English and are limited in size to 1,000 words or less. Contestants may supplement their essay with an optional video or slideshow which highlights the essay's content. Optional videos and slideshows are also limited in size: videos (3 minutes or less) and slideshows (20 slides or less). Contestants desiring to highlight their essay with an optional video or slideshow should follow the on-screen instruction to include a link where the video or slideshow may be viewed. (Optional videos or slideshows will not be submitted with the essay as part of the online entry process and Contestant will be responsible for hosting of video or slide show). An optional video or slideshow will not improve Contestant's chance of winning. The required written essay, and any optional video or slideshow linked to the essay (collectively or individually, the "Submission") must be Contestant's own original creation, written solely by Contestant; may not have been or be submitted into any other contest or competition; and may not have won any other award or been published previously. Modifying, enhancing or altering a third party's preexisting work does not qualify as Contestant's original creation. Before submitting an entry, you will be required to agree that you have (a) read or have had these Official Rules read to you and you are in agreement with these Official Rules, and (b) received permission for the use of the image/likeness of any and all identifiable persons appearing in any optional video or slideshow. If you are selected as a potential prize winner in the Contest, you will be required to obtain a release provided by Sponsor signed by each identifiable person appearing in your Submission granting Sponsor permission to use his or her image/likeness. Submissions that do not include all required information and adhere to the Official Rules as determined by Sponsor in its sole discretion will be considered void. Once submitted, Submission will not be returned. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Submission and/or Entrant (as defined in "Additional Requirements" below) it deems inappropriate or otherwise non-compliant.

6. ROUND 1: SELECTION OF REGIONAL FINALISTS: All eligible entries received, as outlined in Rule #5 above, will be judged on or about August 3, 2012 in order to select five (5) semifinalists from each of the five regional pools described in Rule #7 below. All eligible entries received will be judged within each Contestant's respective regional pool. The Regional Finalists will be selected based on their respective Essay scores as judged within each Contestant's respective regional pool by Sponsor's employee staff based on the following criteria:

- What is your vision for creating a school playground that serves students of all abilities to play, learn and grow together? How does this vision support your school's mission and goals? (1/3 of score);
- How do you think an inclusive playground will benefit success in the classroom? (1/3 of score);
- What programs exist, or do you envision in your school's future, that support student awareness of diverse abilities and learning styles? How would this inclusive playground help support these programs and fulfill character development curricula? (1/3 of score)

The top five (5) scoring Contestants from each Region will be named Regional Finalists. In the event of a tie, the Contestant having the highest score on the portion of the Essay Submission describing their vision for an inclusive playground and how it supports their school's mission will be selected; if still tied, then the Contestant with the highest score on the portion of the Essay describing how an inclusive playground can benefit success in the classroom will be selected; and if still tied, then the Contestant with the highest score on the portion of the Essay describing how an inclusive playground can support existing or future inclusive programs and curricula in their school will be selected. In the unlikely event that a tie still remains, each Essay of the tied Contestants from that particular region shall be judged and scored by a different Round 1 Judge, each Contestant's scores shall be averaged, and the Contestant with the highest average score shall be named a Regional Finalist.

7. REGIONS.

- (a) Region One shall consist of the following states: AK, AZ, CA, CO, HI, ID, MT, NV, NM, OR, UT, WA & WY.  
(b) Region Two shall consist of the following states: AR, IL, IN, IA, KS, KY, MI, MN, MO, NE, ND, OH, OK, SD, TN & WI.  
(c) Region Three shall consist of the following states: CT, DE, District of Columbia, ME, MD, MA, NH, NJ, NY, PA, RI, VT, VA & WV.  
(d) Region Four shall consist of the following states: AL, FL, GA, LA, MS, NC, SC & TX.  
(e) Region Five shall consist of the following Provinces and Territories of Canada: all Provinces and Territories except Quebec.

8. ROUND 2: SELECTION OF ONE GRAND PRIZE AND FIVE REGIONAL PRIZE WINNERS: All Regional Finalists, as outlined in Rule #6 above, will be judged on or about August 17, 2012 in order to select one (1) Grand Prize Winner and five (5) regional prize winners (one from each of the five regional pools described in Rule #7 above), each a "Regional Winner"; collectively the "Regional Winners". All eligible entries will be judged within each Contestant's respective regional pool. The Grand Prize Winner and each Regional Winner will be selected based on their respective Essay scores as judged by a panel of independent industry experts based on the following criteria:

- What is your vision for creating a school playground that serves students of all abilities to play, learn and grow together? How does this vision support your school's mission and goals? (1/3 of score);
- How do you think an inclusive playground will benefit success in the classroom? (1/3 of score);
- What programs exist, or do you envision in your school's future, that support student awareness of diverse abilities and learning styles? How would this inclusive playground help support these programs and fulfill character development curricula? (1/3 of score).

Round 1 and Round 2 scores for each entry will be combined and the highest average score will determine the winners. The top scoring Contestant's school from all of the Regional Finalists will be named the potential Grand Prize Winner. The potential Grand Prize Winner will need to be verified to make sure it can complete the construction of an inclusive playground. Verification may take the form of a 30-minute individual interview with one or more of Sponsor's representatives. During the interview, the potential Grand Prize Winner will be required to respond to questions designed to gauge the potential Grand Prize Winner's organizational skills, as well as its financial ability to construct and make operational an inclusive playground within a reasonable period of time. The remaining top scoring Contestants from each of the five regions will be named potential Regional Prize Winners. In the event of a tie, the Contestant having the highest score on the portion of the Essay Submission describing their vision for an inclusive playground and how it supports their school's mission will be selected; if still tied, then the Contestant with the highest score on the portion of the Essay describing how an inclusive playground can benefit success in the classroom will be selected; and if still tied, then the Contestant with the highest score on the portion of the Essay describing how an inclusive playground can support existing or future inclusive programs and curricula in their school will be selected. In the unlikely event that a tie still remains, each Essay of the tied Contestants shall be judged and scored by a different panel of judges. All potential prize winners must complete and return all Contest Affidavits and Releases described in Rule #3 above no later than 12:00 noon (CSDT) on August 31, 2012 in order to qualify as a prize winner. Sponsor will provide pre-paid overnight method of return delivery for all required Contest Affidavits and Releases. If, for any reason, any potential prize winner is unable, ineligible or chooses not to receive its prize, an alternate winner will be selected by the judges.

9. PRIZES: Grand Prize. One Grand Prize will be awarded to the Grand Prize Winner on or about September 17, 2012 Subject to compliance with Rule #10 below, the Grand Prize Winner will receive inclusive playground equipment from Landscape Structures Inc. valued at \$50,000. Regional Prizes. Five (5) Regional Prize Winners will each receive inclusive playground equipment from Landscape Structures Inc. valued at \$15,000. Total value of all Regional Prizes: \$75,000. All Prizes. Total value of all prizes: \$125,000. All other costs associated with the construction and operation of an inclusive playground, including but not limited to additional playground equipment and design services not awarded as the Grand Prize, playground site acquisition and preparation (clearing and leveling site, fill and drainage, curbing and walkways, landscaping and accessible safety surfacing poured in place or rubber tiles), signage, operating employees and training therefore, are the responsibility of the Grand Prize Winner. Possession of prizes must be taken by August 31, 2013.
10. PRIZE WINNER'S RESPONSIBILITIES: In order to remain qualified to receive the prizes, during the entire Contest Period prize winners must continuously meet all Contest eligibility requirements, including, without limitation, execution and delivery of Contest Affidavits and Releases and compliance with all other requirements, including:
  - Execution and delivery of an agreement to maintain Sponsor's signage on school playground site;
  - Delivery of files of any optional video or slideshow, that contestant provided as part of entry, to Sponsor;
  - An inclusive playground project plan satisfactory to Sponsor to develop and complete an inclusive playground;
  - Project installation completed by August 31, 2013; and
  - Payment of taxes/duties (if applicable) due upon prize award.

In the event that the potential Grand Prize Winner or Regional Winners do not comply, as determined by Sponsor in Sponsor's sole discretion, with all of the foregoing requirements, potential winners will forfeit their prize and be disqualified from further participating in the Contest. In such event, Sponsor shall name the appropriate Runner-Up as the Grand Prize or Regional Prize Winner. No prize transfers, substitutions or cash equivalents, except at the sole discretion of the Sponsor. If a prize becomes unavailable, Sponsor reserves the right to substitute a prize of equal or greater value.

11. MODIFICATION: Sponsor reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate the Contest and/or any Round of the Contest in the event that the Contest or such Round is not capable of being run as planned or intended by these Official Rules by reason of any technical or other disabling causes or other causes that, in the sole discretion of the Sponsor, impair, corrupt or interrupt the administration, fairness, security, proper conduct or integrity of the Contest, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection, computer virus or bug, unauthorized human intervention or other causes beyond Sponsor's control.
12. NON-CONFORMING ENTRIES; DISRUPTION OF CONTEST: Entries not conforming to the requirements of these Official Rules will not be accepted or acknowledged, will be ineligible and void and the submitter of such entries will be disqualified from

further participation in the Contest. Sponsor, Administrator, each judge and the respective affiliates, agents and subsidiaries of each of the foregoing, and the officers, directors, shareholders, agents and employees of each of the foregoing persons or entities (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, or misdirected entries or communications to or from Contestants, errors in the printing of these Official Rules or any other Contest material, and the failure of any link provided by Contestant to properly connect with a Contestant's optional video or slideshow. Further, Released Parties are not responsible for errors, omissions, interruptions, deletions, defects or delays in systems operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor disclaims any liability for damage to any computer system resulting from participation in, or accessing, downloading, displaying or storing any information in connection with the Contest. ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE OR TAMPER WITH CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH INDIVIDUAL AND/OR ENTITY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION; AND IF SUCH INDIVIDUAL ENTERS OR HAS ENTERED THE CONTEST HE/SHE WILL BE DISQUALIFIED FROM FURTHER PARTICIPATION IN THE CONTEST.

13. **RELEASE:** By participating in the Contest, each Contestant agrees, and by accepting a prize each winner agrees, to release and hold harmless each of the Released Parties from any and all liability, loss or damage incurred in connection with Contestant's participation in the Contest and/or the awarding, receipt, acceptance, possession or use/misuse of any prize or participation in any prize-related activities. By accepting a prize each prize winner (i) agrees to Sponsor's use for advertising or publicity purposes of winner's name, school and address (city & state), photograph, videotape and/or likeness and to the use of statements made by or attributed to winner relating to the Contest, Sponsor, Sponsor's distributors and products and services, and (ii) grants to Sponsor any and all rights to said use world-wide in all forms of media now known or hereinafter devised, in perpetuity, without further compensation or notice, unless prohibited by law.
14. **RIGHT TO USE MATERIALS:** Each Contestant represents, warrants and covenants to Sponsor that the right to submit and use any materials submitted to the Contest is not restricted in any manner. By entering this Contest and submitting your entry, you irrevocably grant the Sponsor and its agents the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Finalists agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in their Submissions, including, without limitation, all copyrights and waive all moral rights in Submission. All Contestants further agree to release and indemnify and hold harmless the Released Parties from any and all claims that any commercial, advertising, presentation, Web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringe on the rights of Contestant's work as contained in any Submission.
15. **DISPUTE RESOLUTION/CHOICE OF LAW:** The decisions of the judges are final on all matters relating to the Contest including, without limitation, the construction, validity, interpretation and enforceability of these Official Rules. Any and all disputes, claims, and causes of action of every kind and nature including, but not limited to, initial claims, counterclaims, cross-claims, third party claims and claims based upon contract, tort, intentional tort, statutes, regulations, common law and equity arising out of or in connection with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action or any purported representative capacity on behalf of others similarly situated, and any judicial proceeding shall take place in a federal or state court for Wright County, Minnesota, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees, provided, however, the non-prevailing party shall be liable to the prevailing party for the reasonable attorney fees and other out-of-pocket expenses actually incurred by the prevailing party with respect to such proceeding. Under no circumstances will a Contestant be permitted to obtain awards for, and each Contestant hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the printing, construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Minnesota.
16. **WINNERS LIST:** Winners list will be posted on the Contest Website, [www.playlsi.com/school-playground-contest](http://www.playlsi.com/school-playground-contest), on or about September 30, 2012. Sponsor reserves the right to cancel the Contest at any time and substitute another promotion in its place.

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